

U.S. DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS

**FILED**

APR 15 1999

NANCY DOHERTY, CLERK  
By *DS*  
Deputy

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
AMARILLO DIVISION

TEJAS FEEDERS, INC.

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VS.

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MILES CRABTREE

CIVIL ACTION NO.

**2 - 99 C V - 133 - J**

**ORIGINAL COMPLAINT**

COME NOW Plaintiff, TEJAS FEEDERS, INC. and files this its Original Complaint complaining of Defendant, MILES CRABTREE and would show the Court as follows:

I.

**THE PARTIES**

1.01. Plaintiff, TEJAS FEEDERS, INC (hereinafter referred to as "Tejas Feeders") is a corporation incorporated in the State of Texas, having its principal place of business in Pampa, Gray County, Texas.

1.02. Defendant, MILES CRABTREE (hereinafter referred to as "Crabtree") is a citizen of the State of Kentucky, residing at 639 Moats Lane, Bowling Green, Kentucky 42103 where he can be served.

II.

**JURISDICTION**

2.01. This Court has jurisdiction pursuant to 28 U.S.C.A. §1332 in that diversity of citizenship exists and the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs.

III.

**VENUE**

3.01. Venue is proper in this district under 28 U.S.C.A. §1391 (a). A substantial part of the events or omissions giving rise to the claim occurred in Pampa, Texas. The contract made the basis of this suit is performable in Pampa, Gray County, Texas. Defendant's cattle that were fed were located in Pampa, Gray County, Texas. Defendant did business as a cattle buyer and feeder in Pampa, Gray County, Texas and frequently traveled to Pampa, Gray County, Texas for the purpose of doing business with Plaintiff in Pampa, Gray County, Texas.

IV.

**LIABILITY FACTS AND DAMAGES**

A.

**Complaint on a Promissory Note**

4.01. Defendant on or about January 13, 1997 and subsequently thereto executed and delivered to Plaintiff Advancing Notes (Secured by Security Agreement) promising to pay according to the terms of the notes, copies of which are attached hereto as Exhibit A and incorporated herein by reference as if set out verbatim.

4.02 Defendant defaulted in paying the notes.

4.03 Principal and interest unpaid is \$161,082.00.

V.

**Damages to Tejas Feeders**

5.01. Plaintiff, Tejas Feeders is entitled to recover from Plaintiff the amount of \$161,082.00 plus interest on the matured unpaid amount.

5.02 Defendant's default has made it necessary for Plaintiff to place the notes with the undersigned attorney for collection and to agree to pay the attorney a reasonable fee. As shown by Exhibit A, Defendant agreed to pay all costs of collection and enforcement, including reasonable attorney's fees and court costs, in addition to other amounts due.

**PRAYER**

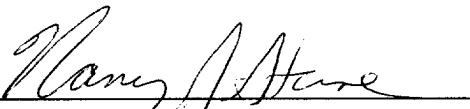
WHEREFORE, Plaintiffs pray that Defendant be cited to appear and answer herein according to law, and that upon trial of this case, judgment for Plaintiff be had awarding Plaintiff actual damages in excess of the jurisdictional limits of this Court, attorneys fees, costs of court, prejudgment and post-judgment interest and for such other and further relief to which Plaintiff may be entitled.

Respectfully submitted,

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ATTORNEY FOR PLAINTIFF

By:



Nancy J. Stone  
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